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LAW OFFICES OF
LOUIS E. GITOMER, LLC.

SURFACE TRANSPORTATION BOARD

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410-296-2250

December 30, 2011

Ms. Cynthia J. Brown
Chief of the Section of Administration, Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, D. C. 20423

Dear Ms. Brown:

I have enclosed for filing the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is an Assignment and Assumption Agreement, a secondary document, dated as of December 31, 2011. The primary document to which this is connected is recorded under Recordation Number 26653. We request that this document be recorded under Recordation Number 26653-D.

The names and addresses of the parties to the Assignment and Assumption Agreement are:

Assignor:

Wisconsin & Southern Railroad Company
5300 North 33rd Street
Milwaukee, WI 53209

Assignee:

Wisconsin & Southern Railroad, LLC
5300 North 33rd Street
Milwaukee, WI 53209

A description of the equipment covered by the Assignment and Assumption Agreement consists of (6) SD40-2 locomotives numbered WSOR 4010, 4011, 4076, 4077, 4078 and 4079.

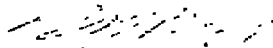
Ms. Cynthia T. Brown
December 30, 2011
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A fee of \$41.00 is enclosed. Please return one copy by email to:

Melanie B. Yasbin
600 Baltimore Avenue, Suite 301
Towson, MD 21204
Lou_Gitomer@verizon.net

A short summary of the document to appear in the index follows: an Assignment and Assumption Agreement between Wisconsin & Southern Railroad Company, 5300 North 33rd Street, Milwaukee, WI 53209, and Wisconsin & Southern Railroad, LLC 5300 North 33rd Street, Milwaukee, WI 53209 covering (6) SD40-2 locomotives numbered WSOR 4010, 4011, 4076, 4077, 4078 and 4079.

Very Truly Yours,



Melanie B. Yasbin

Enclosure

DEC 30 '11 -4 06 PM

SURFACE TRANSPORTATION BOARD

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement is dated as of December 31, 2011 (the "Agreement") between Wisconsin & Southern Railroad Co. (for itself and as successor by merger to Northern Rail Car Leasing, Inc.), as Assignor and Wisconsin & Southern Railroad, L.L.C., as Assignee.

Assignor, as lessee, and Banc of America Leasing and Capital, LLC, successor by merger to LaSalle National Leasing Corporation, as Lessor, entered that certain Master Locomotive Lease Agreement dated as of October 31, 2006, and Interim Equipment Schedule No. I-L1 dated as of November 8, 2006 (together the "Lease"), which was memorialized by a Memorandum of Lease Agreement dated as of November 8, 2006, which was recorded with the Surface Transportation Board (the "Board") at 12:32 pm on November 9, 2006 under Recordation No. 26653 for four SD40 locomotives numbered WSOR 4010, 4011, 4012, and 4013.

Assignor, as lessee, and Lessor, entered that certain Master Locomotive Lease Agreement dated as of October 31, 2006, and Final Equipment Schedule No. L1 dated as of November 1, 2007 (together the "Final Lease"), which was memorialized by a Memorandum of Lease Agreement dated as of November 1, 2007, which was recorded with the Board at 2:52 pm on November 13, 2007 under Recordation No. 26653-A for two SD40 locomotives numbered WSOR 4077 and 4076 (formerly numbered WSOR 4010 and 4011, respectively).

A Notice of Car Renumbering dated December 30, 2008 by Lessor was recorded with the Board at 2:52 pm on November 13, 2007 under Recordation No. 26653-B for one SD40 locomotive numbered WSOR 4079 (formerly numbered WSOR 4013).

Locomotive number WSOR 4012 has been renumbered as WSOR 4078.

As the result of certain rehabilitation, the Locomotives have been converted from SD40 locomotives to SD40-2 locomotives.

NOW, THEREFORE, Assignor and Assignee intending to be legally bound agree as follows.

1. Assignor assigns, transfers and sets over to Assignee all of Assignor's right title, interest, powers and privileges under the Lease and the Final Lease.

3. Assignee accepts the assignment and agrees to assume, do, undertake and perform all obligations, duties, liabilities and undertakings of Assignor under the Lease and the Final Lease, accruing from and after the date hereof.

4. This Agreement may be executed in any number of counterparts, each of which shall be an original, all of which when taken together shall constitute one

agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer as of the date first written above.

Wisconsin & Southern Railroad Co.
as Assignor (for itself and as
successor by merger to Northern Rail Car
Leasing, Inc.),

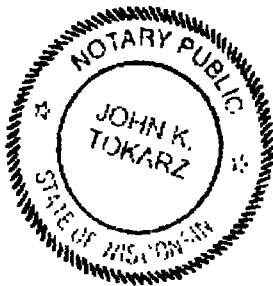
By: [Signature]
Name: Timothy J. [unclear]
Title: Vice President

Wisconsin & Southern Railroad, L.L.C.
as Assignee

By: [Signature]
Name: Timothy J. [unclear]
Title: Vice President

State of Wisconsin)
County of Milwaukee)

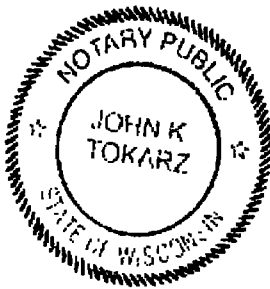
On this 30th day of December, 2011, before me, John K. Tokarz, the undersigned Notary Public, personally appeared Timothy Karp personally known to me to be the person who executed the within instrument as Vice President on behalf of Wisconsin & Southern Railroad Co., and acknowledged to me that the corporation executed it

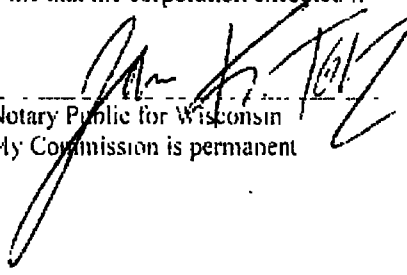


[Signature]
Notary Public for Wisconsin
My Commission is permanent

State of Wisconsin 1
 1 ss.
County of Milwaukee 1

On this 30th day of December, 2011, before me, John K. Tokarz, the undersigned Notary Public, personally appeared Timothy Karp personally known to me to be the person who executed the within instrument as Vice President on behalf of Wisconsin & Southern Railroad, L.L.C., and acknowledged to me that the corporation executed it




Notary Public for Wisconsin
My Commission is permanent